

DOC: 473000

Recorded  
SEP. 19, 2002 AT 08:00AM

Signed:

GOODHUE COUNTY RECORDER  
RED WING, MINNESOTA  
Fee Amount: \$30.00

**AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS**



This document (this "Amendment") amends the Declaration of Covenants, Conditions and Restrictions ("Declaration") executed on June 7th, 1999, and recorded in the office of the Goodhue County Recorder on June 9<sup>th</sup>, 1999 as Document Number 430323.

The undersigned hereby agrees as follows:

1. That portion of Section 1 of Article V of the Declaration labeled "Technology Park" is hereby amended by the addition of a new item No. 8, as follows:

"8. Single family, two family and multi family housing (but only on Lots 1 and 3, Block 4, Med Tech Park Subdivision, according to the plat thereof, on file and of record in the office of the Goodhue County Recorder)."

2. The undersigned, collectively, represent ownership of at least 80 percent of the land area of the Park.

3. All capitalized terms used herein but not defined herein shall have the meanings set forth in the Declaration.

4. Except to the extent amended hereby, all of the terms, covenants and conditions of the Declaration shall remain in full force and effect.

RED WING PORT AUTHORITY,  
A DEVELOPMENT AGENCY

By:

## Its President

By:

Its Executive Director

[illegible]

YVONNE S. FINNEY  
NOTARY PUBLIC - MINNESOTA  
My Commission Expires Jan. 31, 2005

Notary Public

FAIRVIEW RED WING HEALTH SERVICES

By: \_\_\_\_\_

  
Its President and CEO

## Its President and CEO

By:

Jonell M. Alystad  
Its Board Chair

## Its Board Chair

STATE OF MINNESOTA )

) SS

COUNTY OF GOODHUE )

The foregoing instrument was acknowledged before me this 6<sup>th</sup>, day of September, 2002 by Scott Wordelman and Joanell M. Ovestad, the President and CEO and Board Chair of Fairview Red Wing Health Services, a Minnesota non-profit corporation, on behalf of the corporation.

Venter H Lenzsch

Notary Public

This instrument was drafted by:

Jay T. Squires  
Ratwik, Roszak & Maloney, P.A.  
300 U.S. Trust Building  
730 Second Avenue South  
Minneapolis, MN 55402  
(612) 339-0060



DOC: 480390

Recorded  
FEB. 05, 2003 AT 08:00AM

Signed: 

GOODHUE COUNTY RECORDER  
RED WING, MINNESOTA

Fee Amount: \$30.00



## SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This document (this "Second Amendment") amends the Declaration of Covenants, Conditions and Restrictions ("Declaration") executed on June 7, 1999, and recorded in the office of the Goodhue County Recorder on June 9, 1999 as Document Number 430323, as amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions (the "First Amendment"), recorded in the office of the Goodhue County Recorder on September 19, 2002 as Document Number 473000.

The undersigned hereby agrees as follows:

1. That portion of Section 1 of Article V of the Declaration labeled "Technology Park," as amended by the First Amendment, is hereby further amended by the addition of a new item No. 9, as follows:

"9. Sloping and drainage to support adjacent retail uses (but only on those portions of Lots 3 and 4, Block 1 and Outlot A, Med Tech Park Subdivision, now replatted as part of Lot 1, Block 1, Med Tech Park Subdivision 2<sup>nd</sup> Addition."

2. The undersigned, collectively, represent ownership of at least 80 percent of the land area of the Park.

3. All capitalized terms used herein but not defined herein shall have the meanings set forth in the Declaration, as amended by the First Amendment.

4. Except to the extent amended hereby, all of the terms, covenants and conditions of the Declaration, as amended by the First Amendment, shall remain in full force and effect.

By executing this Second Amendment, Fairview Red Wing Health Services, as Owner of the Medical Campus, hereby consents to this Second Amendment.

RED WING PORT AUTHORITY,  
A DEVELOPMENT AGENCY

By: \_\_\_\_\_

Its President

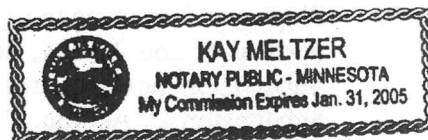
By: \_\_\_\_\_

Its Executive Director

STATE OF MINNESOTA    )  
  ) ss  
COUNTY OF GOODHUE    )

The foregoing instrument was acknowledged before me this 27<sup>th</sup>, day of Dec., 2002 by Greg Johnson and Myron White, the President and Executive Director of the Red Wing Port Authority, a Minnesota agency, on behalf of the agency.

Kay Meltzer  
Notary Public



FAIRVIEW RED WING HEALTH SERVICES

By: \_\_\_\_\_

## Its President and CEO

By:

Its Board Chair

[illegible]

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of Decem<sup>b</sup>, 2002 by Scott Woodelman and Joanell Dyxstad, the President and CEO and Board Chair of Fairview Red Wing Health Services, a Minnesota non-profit corporation, on behalf of the corporation.

Victor L. Lonsch  
Notary Public

This instrument was drafted by:

Jay T. Squires  
Ratwik, Roszak & Maloney, P.A.  
300 U.S. Trust Building  
730 Second Avenue South  
Minneapolis, MN 55402  
(612) 339-0060







**THIRD AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This document (this "Third Amendment"), dated as of March 25<sup>th</sup>, 2004, amends the Declaration of Covenants, Conditions and Restrictions ("Declaration") executed on June 7, 1999, and recorded in the office of the Goodhue County Recorder on June 9, 1999 as Document Number 430323, as amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions (the "First Amendment"), recorded in the office of the Goodhue County Recorder on September 19, 2002 as Document Number 473000, as further amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions (the "Second Amendment"), recorded in the office of the Goodhue County Recorder on February 5, 2003 as Document Number 480390.

The undersigned hereby agree as follows:

1. Lot 2, Block 4, Med Tech Park Subdivision, according to the plat thereof on file and of record in the office of the Goodhue County Recorder, is hereby deleted from the Medical Campus and added to the Technology Park.
2. That portion of Section 1 of Article V of the Declaration labeled "Technology Park," as amended by the First Amendment and the Second Amendment, is hereby further amended by deleting item No. 8 in its entirety and replacing it with the following:

"8. Single family, two family and multi-family housing (but only on Lots 1, 2 and 3, Block 4, and Outlot A, Med Tech Park Subdivision, according to the plat thereof on file and of record in the office of the Goodhue County Recorder)."
3. The final sentence of Article VII, Section 6 of the Declaration is hereby deleted in its entirety and replaced with the following:

"The Technology Park shall be used for no residential purposes whatsoever, except as provided in Article V, Section 1 (Technology Park), items 5, 6, 7 and 8 above."
4. The undersigned, collectively, represent ownership of at least 80 percent of the land area of the Park.
5. All capitalized terms used herein but not defined herein shall have the meanings set forth in the Declaration, as amended by the First Amendment and the Second Amendment.
6. By executing this Third Amendment, Fairview Red Wing Health Services, as Owner of the Medical Campus, hereby consents to this Third Amendment.
7. Except to the extent amended hereby, all of the terms, covenants and conditions of the Declaration, as amended by the First Amendment and the Second Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment as of the day and year first above written.

RED WING PORT AUTHORITY,  
A DEVELOPMENT AGENCY

By: Wong J. Nelson  
Its President

By: [Signature]  
Its Executive Director

STATE OF MINNESOTA    )  
  ) ss  
COUNTY OF GOODHUE    )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of March, 2004 by Wong J. Nelson and Myron White, the President and Executive Director of the Red Wing Port Authority, a Minnesota agency, on behalf of the agency.

[Signature]  
Notary Public

By: \_\_\_\_\_

By:

) SS

Vincent L. Lonsdale

-3-

DOC: A 502090

Recorded  
MAR. 26, 2004 AT 10:00AM

Signed: *Capt. D. M.* DEPUTY

JEAN M DANKERS  
GOODHUE COUNTY RECORDER

Fee Amount: \$30.00



DOC #: A 504744

Recorded  
MAY 24, 2004 AT 08:00AM

Signed: 

DEPUTY

JEAN M. DANKERS

GOODHUE COUNTY RECORDER

Fee Amount: \$20.00



#### FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This document (this "Fourth Amendment"), dated as of May 19, 2004, amends the Declaration of Covenants, Conditions and Restrictions ("Declaration") executed on June 7, 1999, and recorded in the office of the Goodhue County Recorder on June 9, 1999 as Document Number 430323, as amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions (the "First Amendment"), recorded in the office of the Goodhue County Recorder on September 19, 2002 as Document Number 473000, as further amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions (the "Second Amendment"), recorded in the office of the Goodhue County Recorder on February 5, 2003 as Document Number 480390, as further amended by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions (the "Third Amendment"), recorded in the office of the Goodhue County Recorder on 3-26, 2004 as Document Number 502090.

The undersigned hereby agree as follows:

1. That portion of Section 1 of Article V of the Declaration labeled "Technology Park," as amended by the First Amendment, the Second Amendment and the Third Amendment, is hereby further amended by the deletion of item No. 4 and the replacement of item No. 4 with the following:

- "4. Retail/commercial/service uses limited to three acres. Notwithstanding the foregoing, retail/commercial/service uses are specifically permitted throughout Lot 1, Block 1, Med Tech Park Subdivision 3<sup>rd</sup> Addition, Goodhue County, Minnesota, as the same may be further subdivided (the "Menards Lot") regardless of size. The use of the Menards Lot for retail/commercial/service uses shall not count against the three acre limit set forth above."

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2. That portion of Section 1 of Article V of the Declaration labeled "Technology Park," as amended by the First Amendment, the Second Amendment and the Third Amendment, is hereby further amended by the deletion of the last sentence of Section 1 of Article V and the replacement of said sentence with the following:

"In addition, retail uses industrial in nature, accessory to a primary use set forth above, shall be permitted. In addition, except for the Menards Lot, such uses shall not exceed ten percent (10%) of the total square footage of a Lot or 2,500 square feet, whichever is less."

3. The following sentence is hereby added to the end of Section 2 of Article V of the Declaration:

"Notwithstanding anything to the contrary contained herein, the normal business operations of a Menards Home Improvement Center as they exist on the date hereof are allowable."

4. The following sentence is hereby added to the end of Section 3 of Article V of the Declaration:

"Notwithstanding anything to the contrary contained herein, the Menards Lot may be used for the following purposes:

- 1) Used material yard or any type of exposed open sales or storage of materials, if screened in a manner approved by the Design Review Committee (except for temporary sales on the Menards Lot and the display of merchandise on the sidewalk in front of the Menards Home Improvement Center which are allowable without screening approved by the Design Review Committee); and
- 2) Any business using exterior loud speakers."

5. Article VI of the Declaration is hereby amended as follows:

"Notwithstanding anything to the contrary contained herein, the following provisions of Article VI of the Declaration do not apply to the Menards Lot:

- 1) Article VI, Section 4(A)(5);
- 2) Article VI, Section 4(B);
- 3) Article VI, Section 4(C);
- 4) Article VI, Section 4(D)(1), except that exterior trash dumpsters shall be screened in a manner approved by the Design Review Committee;

- 5) Article VI, Section 4(D)(2), except that exterior trash dumpsters shall be screened in a manner approved by the Design Review Committee;
- 6) Article VI, Section 5(B);
- 7) Article VI, Section 5(E);
- 8) Article VI, Section 7; and
- 9) Article VI, Section 9(B)."

6. The following is hereby added to the end of Section 4(A)(4) of Article VI:

"Notwithstanding anything to the contrary contained herein, this Section 4(A)(4) only applies to the Menards Lot in the event the building façade of the Menards Home Improvement Center is altered from the building façade approved by the Red Wing City Council on January 26, 2004 and is not substantially similar to the then current prototype of a Menards Home Improvement Center."

7. The following is hereby added to the end of Section 4(D)(3) of Article VI:

"Notwithstanding anything to the contrary contained herein, this section does not apply to the Menards Lot provided all screening structures are compliance with applicable City ordinances."

8. The following is hereby added to the end of Section 6 of Article VI:

"Notwithstanding anything to the contrary contained herein, this section does not apply to the Menards Lot provided all Open Space Features are in compliance with applicable City ordinances."

9. The following is hereby added to the end of Section 10 of Article VI:

"Notwithstanding anything to the contrary contained herein, (i) building signage on the Menards Lot will not require submittal to or approval by the Design Review Committee, but must be in compliance with applicable City ordinances, (ii) all changes to the amount of non-building signage (exclusive of directional signage) shall require the approval of the Design Review Committee, but panels on initially approved signs may be replaced and redesigned without the approval of the Design Review Committee, and (iii) the Site Signage Plan for the Menards Home Improvement Center approved by the Red Wing City Council on January 26, 2004 is hereby declared in compliance with this section (as may exist from time to time) for perpetuity and does not require any submittal to the Design Review Committee, and (iv) the monument sign attached hereto as Exhibit A is hereby approved and shall be constructed at the corner of Tyler Road South and Bench Street."

10. The following is hereby added to the end of Section 11 of Article VI:

"Notwithstanding anything to the contrary contained herein, the exterior lighting design and/or specifications approved by or which may be approved by the City of Red Wing Planning Department and/or the City of Red Wing Engineering Department (the "City of Red Wing") prior to initial construction of the Menards Home Improvement Center and pursuant to the Resolution No. 5163 and its conditions are hereby declared in full compliance with this Declaration (as it may exist from time to time) for perpetuity. In addition, no further approval by or submittal to the Design Review Committee is required. However, any substantial changes to the exterior lighting design after initial approval by the City of Red Wing will require the written approval of the Design Review Committee."

11. The following is hereby added to the end of Article 7:

"Notwithstanding anything to the contrary contained herein, (i) garbage cans shall be allowed on the Menards Lot exposed to view, (ii) tanks not in excess of 50 lb. capacity for liquid gas, liquid oxygen, liquid nitrogen, or propane gas may be exposed to view on the Menards Lot if for sale to the general public, and (iii) permanent outside storage of tractors, tractor trailers and other trailers, campers, and recreational vehicles is not prohibited on the Menards Lot."

12. The following is hereby added to the Declaration as Article IX:

"Notwithstanding anything to the contrary contained herein, all plans and specifications for the Menards Home Improvement Center approved by or which will be approved by the City of Red Wing prior to initial construction of the Menards Home Improvement Center are hereby declared in compliance with this Declaration and exempt from further approval of the Design Review Committee provided said plans and specifications are in substantial conformance with Resolution 5163 (and its conditions) of the Red Wing City Council."

13. The undersigned, collectively, represent ownership of at least 80 percent of the land area of the Park.
14. All capitalized terms used herein shall have the meanings set forth in the Declaration, as amended by the First Amendment, the Second Amendment and the Third Amendment.
15. Except to the extent amended hereby, all of the terms, covenants and conditions of the Declaration, as amended by the First Amendment, the



Second Amendment and the Third Amendment, shall remain in full force and effect.

16. All references to "in compliance with City ordinances" shall include the applicable variance provisions of the City ordinances, if variances are granted by the City.
17. The following is hereby added to the end of Section 3 of Article VI:  
  
"Notwithstanding anything to the contrary contained herein, in the event the Design Review Committee does not approve or rejects submitted plans and specifications, it must make detailed written findings setting forth the reasons for denial. In addition, the Design Review Committee cannot reject plans and specifications submitted for the Menards Lot for items contained herein previously approved, not applicable, or waived for the Menards Lot. The Design Review Committee must act in a reasonable manner.

By executing this Fourth Amendment, Fairview Red Wing Health Services, as Owner of the Medical Campus, hereby consents to this Fourth Amendment.

EXECUTED ON:

This 21 day of May, 2004

RED WING PORT AUTHORITY

By: Nona J Nelson

Its: President

EXECUTED ON:

This 19<sup>th</sup> day of May, 2004

FAIRVIEW RED WING HEALTH SERVICES

By: [Signature]

Its: President/CEO

This 19<sup>th</sup> day of May, 2004

By: [Signature]

Its: Chief Financial Officer

By: [Signature]

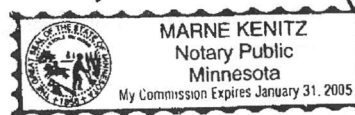
ITS: EXECUTIVE DIRECTOR

ACKNOWLEDGEMENTS

STATE OF MINNESOTA    )  
  )ss.  
COUNTY OF GOODHUE    )

The foregoing instrument was acknowledged before me this 21 day of MAY, 2004 by Nona J. Nelson and Myron White, the PRES and Exec Dir of the Red Wing Port Authority, a Minnesota agency, on behalf of the agency.

Marne Kenitz  
Notary Public



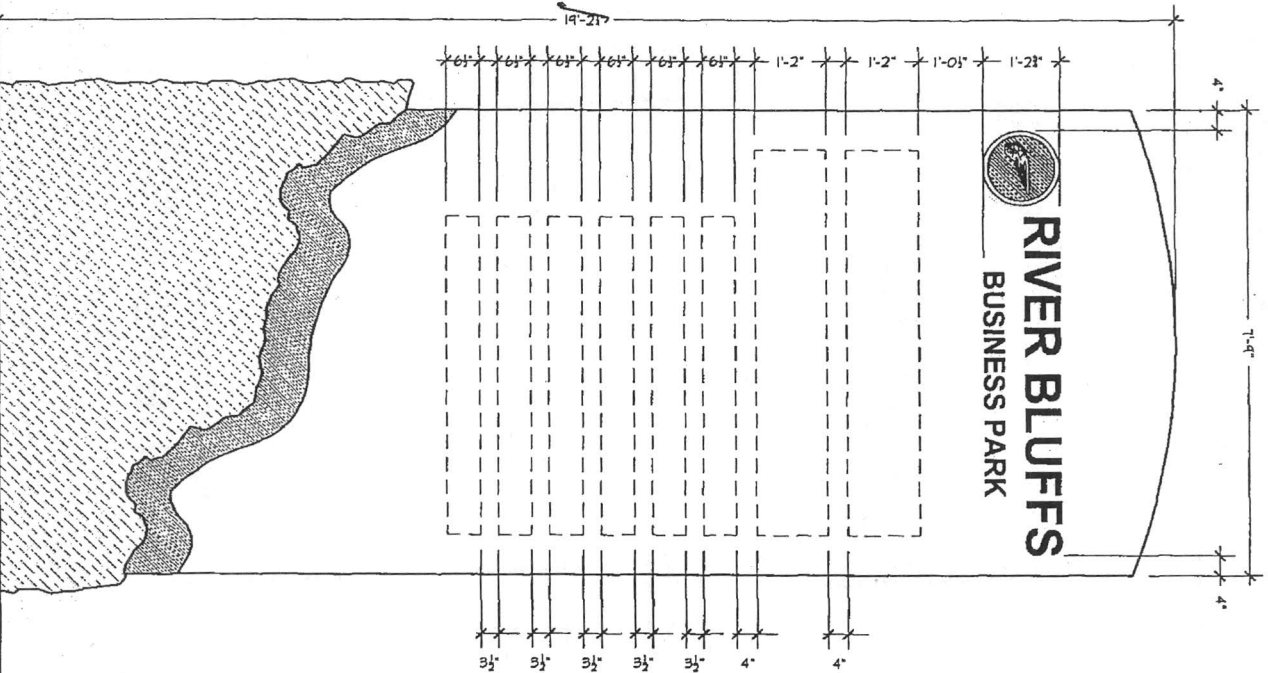
STATE OF MINNESOTA    )  
  )ss.  
COUNTY OF GOODHUE    )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of May, 2004 by Scott Wardelman and Michael J. Larson, the CEO and CEO of Fairview Red Wing Health Services, a Minnesota non-profit corporation, on behalf of the corporation.

Vicki L. Lonsch  
Notary Public

Drafted by and after recording return to:  
Theron J. Berg  
Corporate Counsel  
Menard, Inc.  
Properties Division  
4777 Menard Drive  
Eau Claire, WI 54703  
Phone: (715) 876-2997  
Fax: (715) 876-5960

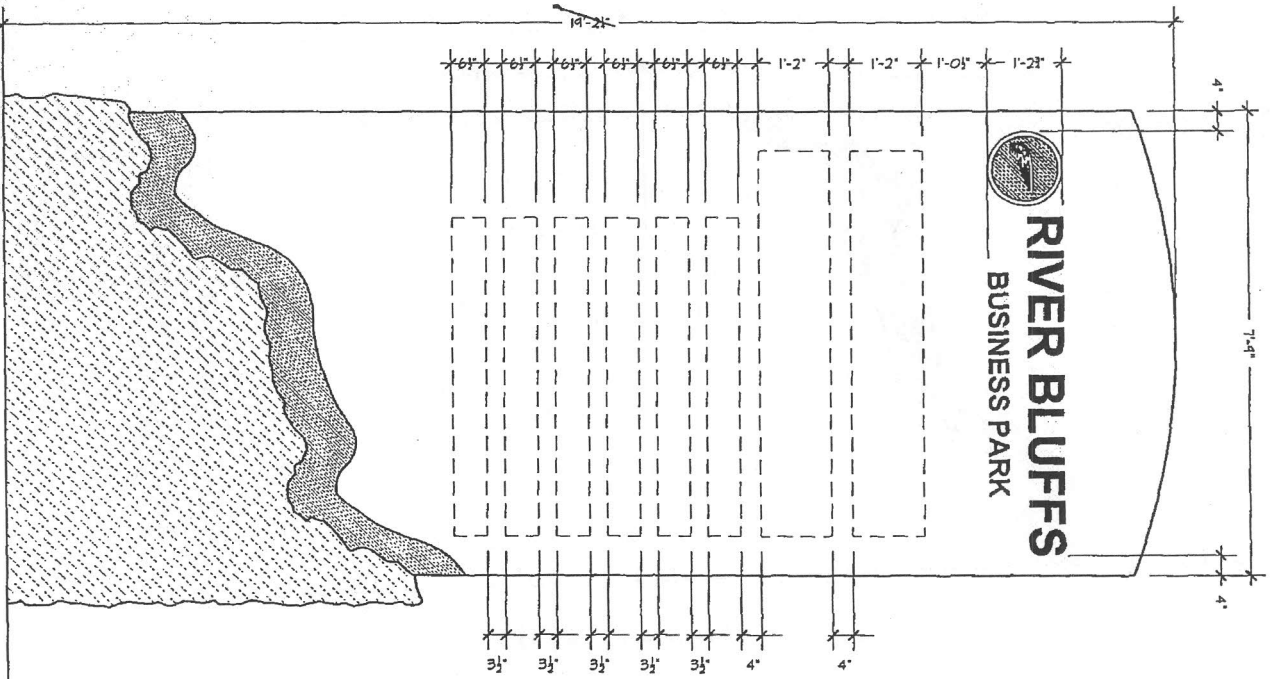
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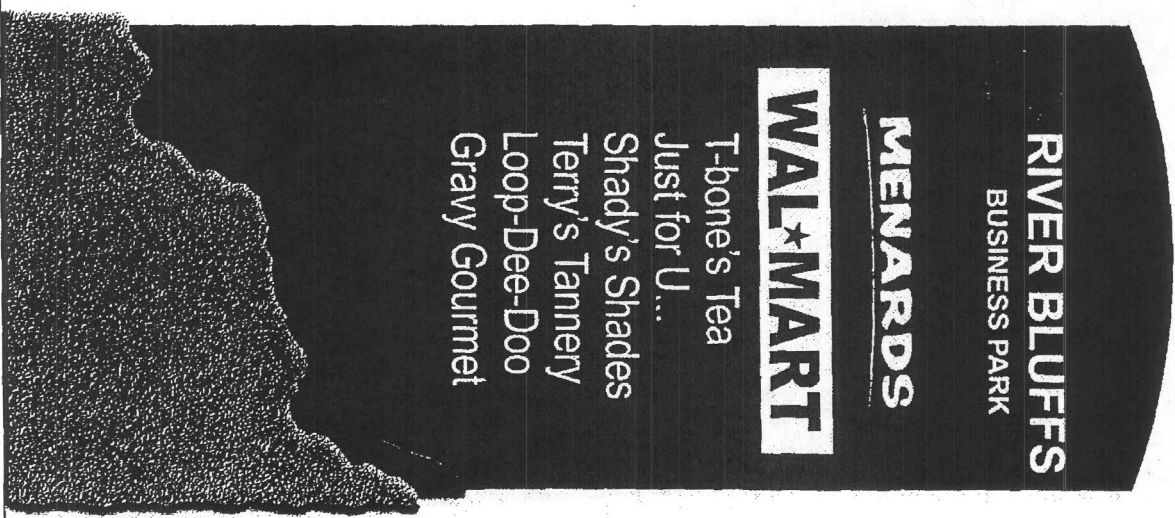
PROPOSED SIGNAGE WITH 6 1/2" TENANT LETTERING - FRONT

ILLUSTRATIVE SIGNAGE WITH 6 1/2" TENANT LETTERING - FRONT

16' 2 1/2"   
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PROPOSED SIGNAGE WITH 6 1/2" TENANT LETTERING - BACK



ILLUSTRATIVE SIGNAGE WITH 6 1/2" TENANT LETTERING - BACK